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17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

19 WAYMO LLC,
20 Plaintiff,

21 vs.

22 UBER TECHNOLOGIES, INC.;
23 OTTOMOTTO LLC; OTTO TRUCKING
24 LLC,

25 Defendants.

26 CASE NO. 3:17-cv-00939

27 **PLAINTIFF WAYMO LLC'S NOTICE
28 CLARIFYING VERTICAL RESOLUTION
FOR THE COURT**

29 **REDACTED VERSION OF DOCUMENT
30 SOUGHT TO BE SEALED**

1 Plaintiff Waymo LLC (“Waymo”), respectfully submits this notice to withdraw Waymo’s
 2 redactions of the Court’s Question Two¹ issued before the preliminary injunction hearing, and to
 3 correct the arguments made in support of the redactions. (See Dkt. 348; 5/3/17 AM Sealed Hr’g Tr.
 4 at 10:9-11:21.)

5 In response to the Court’s Question Two, Waymo pointed to Trade Secret No. 28, noting that
 6 the LiDAR system was [REDACTED]
 7 [REDACTED] and to the Declaration of Pierre-Yves Droz, in which Mr. Droz explained the benefits of
 8 [REDACTED]. (Dkt. 335-4 at 1 (citing Dkt. 25-7 ¶ 28; Dkt. 25-31 ¶¶ 20-22).) Based on
 9 these statements, Waymo argued that the premise of the Court’s Question Two was itself a trade
 10 secret. (5/3/17 AM Sealed Hr’g Tr. at 10:9-11:21.)

11 However, as explained by Mr. Droz in his May 17 declaration in response to the Court’s
 12 Question Regarding Waymo’s Asserted Trade Secret #1, [REDACTED] refers the
 13 ability of LiDAR beams to [REDACTED]
 14 (Dkt. 453-3, ¶ 3.) This was shown in Mr. Droz’s illustration, reproduced below, where [REDACTED]

15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 (Id.)² As the vertical resolution enabled by [REDACTED] of Trade Secrets 28 allows
 23 for [REDACTED], as opposed to the “evenly

25 ¹ “If you want the LiDAR points of illumination along a roadway to land at evenly spaced
 26 intervals along said roadway (e.g., every ten feet from ten feet to 110 feet), wouldn’t you, simply
 27 as a matter of optics, have to variably space the diodes on the printed circuit board?” (Dkt. 327 at
 28 1.)

27 ² As explained by Mr. Droz, however, the GBr3 as implemented did not achieve [REDACTED]
 28 [REDACTED] (Dkt. 453-3 ¶ 3.)

1 spaced intervals along said roadway" that were the subject of the Court's Question Two, Question
2 Two did not need to be redacted.

3 This clarification does not affect the [REDACTED] recited in Waymo's
4 Trade Secret List, including Trade Secret Nos. 1, 6, and 94-99. Waymo respectfully submits this
5 withdrawal of its redaction of Question Two, recognizing the importance the Court has placed on
6 making as much of these proceedings public as possible without compromising Waymo's trade
7 secrets.

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11 DATED: May 21, 2017

QUINN EMANUEL URQUHART & SULLIVAN,
12 LLP

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By /s/ Charles K. Verhoeven
Charles K. Verhoeven
14 Attorneys for WAYMO LLC

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